A. C. 104. It no less touches and concerns the land when assigns are not expressly included. It seems clear, moreover, that these words are not required to make such a covenant run with the land under the rule in *Spencer's Case*, 5 Co. 16. The formula usually employed in such covenants and employed in the principal case, is "not to assign without the consent of the lessor." This, it has been said, shows that assignments by permission are contemplated, and that the covenant is accordingly intended to bar unauthorized assignments by any tenant. *Toronto Hospital Trustees* v. *Denham*, 31 Upp. Can. C. P. 203. Even without this formula, the covenant indicates merely that assignments were not contemplated, not that the covenant was to lose its force if one did occur. The principal case, therefore, takes what appears to be the common-sense view of the matter and substitutes the assignee for the original lessee, just as in any covenant running with the land. See 1 TIFFANY, LANDLORD AND TENANT, p. 936.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — WORDS IMPUTING IMMORALITY TO SCHOOL TEACHER: WHETHER ACTIONABLE *PER SE*. — The defendant charged the plaintiff, a school master, with immoral conduct with a certain woman. The jury found the words were spoken in such a way as to imperil the plaintiff's retention of his office, and imputed that he was unfit to hold it. *Held*, that the words are actionable *per se*. *Jones* v. *Jones*, 31 T. L. R. 245 (K. B. Div.).

The decision goes on the ground that the words tend to injure the plaintiff in his profession or calling. This class of slander *per se* may be divided into three heads. First, those words which impute the plaintiff's incompetence to fill his position although no mention of his business be made, as insolvency in the case of a merchant, or ignorance in the case of a doctor or school teacher. *Stanton* v. *Smith*, 2 Ld. Raym. 1480; *Cawdry* v. *Highley*, Cro. Car. 270. And see *Watson* v. *Vanderlash*, Hetley 69, 71. Although a charge of habitual drunkenness might be said to impute incompetency for almost any trade or profession, it is difficult to see how immorality of the sort charged in the principal case would have any such tendency, except possibly in the case of a clergyman. See *Dod* v. *Robinson*, Aleyn 63. Secondly, words which impute misconduct in the practice of a profession, but do not necessarily charge incompetency. In such cases it is necessary that the words be spoken of the plaintiff in his professional capacity. Charges of immorality or dishonesty against a physician, or insolvency against a solicitor, are examples of this class. See *Ayre* v. *Craven*, 2 A. & E. 2; *Dauncey* v. *Holloway*, [1901] 2 K. B. 441; *Jones* v. *Bush*, 131 Ga. 421, 62 S. E. 279. Thirdly come those cases where the plaintiff's position is a salaried one, and the charge made is one which if true would cause his dismissal although imputing neither incompetency nor misconduct in fulfilling professional duties. *Cf. Alexander* v. *Jenkins*, [1892] 1 Q. B. 797; *Gallwey* v. *Marshall*, 9 Exch. 294. On this ground a general charge of immorality against a school teacher may well be held actionable. See *Nicholson* v. *Dillard*, 137 Ga. 225, 73 S. E. 382.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — GENERAL RELEASE OF EMPLOYER UPON PAYMENT OF COMPENSATION: RIGHT TO SUBSEQUENT RECOVERY AGAINST THIRD PARTY. — The plaintiff was injured in the course of his employment under circumstances creating legal liability in a third party for negligent injury. The employer was found not to be negligent, but made payment to the plaintiff under the Workmen's Compensation Act, and received a general release. The plaintiff now sues the third party for damages. *Held*, that he may recover. *Jacowicz* v. *Delaware, L. & W. R. Co.*, 92 Atl. 946 (Ct. Err. & App., N. J.).

This decision is a counterpart of the cases holding that the release of a third party upon recovery of judgment against him does not exonerate the employer